

DEED IN TRUST

25932484

Form 191 Rev. 11-71

1981 JUL 9 PM 3 31

THIS INDENTURE WITNESSETH, THAT THE GRANTORS, JAMES HAMILTON McMILLAN GIBSON, ROBERT L. WALSH, JR. and ANSTISS McCORMICK-GOODHART SMITHERS as Trustees under the Last Will and Testament of PATRICK McCORMICK-GOODHART AGNEW, Deceased for the benefit of RANDALL GIBSON,

10.00

for and in consideration of the sum of Ten Dollars (\$10.00), in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Certificate and Warrant unto AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association whose address is 33 No. LaSalle Street, Chicago, Illinois, as Trustee under the provisions of a certain Trust Agreement, dated the 14th day of May, 1981, and known as Trust Number 52642, the following described real estate in the County of Cook and State of Illinois, to wit: A 1/144 undivided interest in and to -

The North 90 Feet of Lot 1 and that part of the North 90 Feet of Lot 2 in Sub-Division (by Chicago Hydraulic Company) of Lots 1 and 2 in Block 118 of School Section Addition to Chicago, Cook County, Illinois, in Section 16, Township 39 North, Range 14 East of the 3rd Principal Meridian which lies east of a line extending south from a point on the North line of said Lot 2 which is 15.24 feet west from the Northeast corner thereof to a point on the South line of said Lot 2 which is 14.90 feet west from the Southeast corner thereof;

(Legal description continued on attached sheet. 25932484)

10.00

TO HAVE AND TO HOLD the said real estate with the appurtenances, upon the trusts, and of the uses and purposes herein and in said Trust Agreement set forth

Full power and authority is hereby granted to said Trustee to improve, manage, protect and subdivide said real estate or any part thereof, to dedicate paths, streets, highways or alleys to any public use or to dedicate any part thereof, to convey any part thereof to a successor or any part thereof to a successor or successors in trust and to grant to such successor or successors in trust all of the title, estate, powers and authority vested in said Trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber said real estate, or any part thereof, to lease said real estate, or any part thereof, from time to time, in possession or reversion, by leases to commence in present or in future, and upon any terms and for any period or periods of time, not exceeding in the case of any single lease the term of 99 years, and to renew or extend leases upon any terms and for any period or periods of time, and to amend, change or modify leases under the terms and provisions thereof at any time or times hereafter, in contract to make leases and to grant options to lease, and options to renew leases and options to purchase the whole or any part of the premises and its contents including the amount of acres, or future rentals, to partition or to exchange said real estate, or any part thereof, for other real or personal property, to grant easements or egress of any kind, to release, convey or assign any right, title or interest in or about or concerning said real estate or any part thereof, and to deal with said real estate and every part thereof in all other ways and for such other considerations as it may be lawful for any person owning the same to deal with the same, when or similar to or different from the ways above specified, at any time or times hereafter.

In no case shall any party dealing with said Trustee, or any successor in trust, in relation to said real estate, or any part thereof, or upon said real estate or any part thereof, be obliged to see that the terms of this deed or any part thereof have been complied with, or be obliged to inquire into the authority, necessity or expediency of any act of said Trustee, or be obliged or privileged to inquire into any of the terms of said Trust Agreement, and every deed, trust deed, mortgage, lease or other instrument executed by said Trustee, or any successor in trust, in relation to said real estate shall be conclusive evidence in favor of every person claiming title or interest in said real estate under any such conveyance, lease or other instrument, as that at the time of the delivery thereof the trust created by this Indenture and by said Trust Agreement was in full force and effect, for that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this Indenture and in said Trust Agreement or in all amendments thereof, if any, and binding upon all beneficiaries hereunder, for that said Trustee, or any successor in trust, was duly authorized and empowered to execute and deliver every such deed, trust deed, mortgage or other instrument and for that the conveyance is made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of its, his or their predecessor in trust.

This conveyance is made upon the express understandings and conditions that neither American National Bank and Trust Company of Chicago, Indiana, or as Trustee, nor its successor or successors in trust shall incur any personal liability or be subjected to any claim, judgment or decree for anything it or they or its or their agents or attorneys may do or omit to do in or about the said real estate or under the provisions of this Deed or said Trust Agreement, or for any breach thereof, or for injury to person or property happening in or about said real estate, and all such liability being hereby expressly waived and released. Any contract, obligation or indebtedness incurred or entered into by the Trustee in connection with said real estate may be entered into by it in the name of its own name, as Trustee or as executor, trustee or administrator, or as attorney-in-fact, hereby irrevocably appointed for such purposes, or, at the election of the Trustee, in its own name, as Trustee or as executor, trustee or administrator, and the Trustee shall have no obligation whatsoever with respect to any such contract, obligation or indebtedness except only so far as the trust property and funds in the actual possession of the Trustee shall be applicable for the payment and discharge thereof. All persons and corporations whomsoever and whatsoever shall be charged with notice of this condition from the date of the filing for record of this Deed.

The interest of each and every beneficiary hereunder and under said Trust Agreement and of all persons claiming under them or any of them shall be, in the several, several and several, arising from the sale or any other disposition of said real estate and such interest to be hereby declared to be personal property, and no beneficiary hereunder shall have any title or interest, legal or equitable, in or to said real estate as such, but only an interest in earnings, profits and proceeds thereof as a personal property interest in said real estate. The Trustee shall have no obligation whatsoever with respect to any such contract, obligation or indebtedness in and to all of the real estate above described.

If the title to any of the above real estate is now or hereafter registered, the Registrar of Titles is hereby directed not to register or note in the certificate of title or duplicate thereof, or memorial, the words "in trust," or upon condition, or "with limitations," or words of similar import, in accordance with the statute in such case made and provided.

And the said grantor hereby expressly waives and releases any and all right or benefit under and by virtue of any and all statutes of the State of Illinois, providing for exemptions or homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor aforesaid has hereunto set his hand, and seal, this 9th day of July, 1981.

James Hamilton McMILLAN GIBSON (SEAL)
Robert L. WALSH, JR. (SEAL)
Anstiss McCORMICK-GOODHART SMITHERS (SEAL)

STATE OF ILLINOIS
County of Cook
Irene Riesenweber, a Notary Public in and for said County, in the State aforesaid, do hereby certify that:

Robert L. Walsh, Jr. subscribed to the foregoing instrument, signed, sealed and delivered the same in person and acknowledged that he executed the same as his free and voluntary act, for the uses and purposes therein set forth, including the release of any and all right or benefit under and by virtue of any and all statutes of the State of Illinois, providing for exemptions or homesteads from sale on execution or otherwise.

GIVEN under my hand and seal this 18th day of June, 1981 A.D., 1981
IRENE RIESENWEBER, NOTARY PUBLIC
My Commission Expires June 27, 1981

This Deed prepared by: Donald J. Ryan, Foss, Schuman & Drake, 11 S. LaSalle St., Chicago, Ill. 60603

American National Bank and Trust Company of Chicago
11 S. LaSalle St., Chicago, Illinois
For information only insert street address of above described property.

THIS DEED EXEMPT FROM TRANSFER TAX UNDER SECTION 4 (e)
By: [Signature] Attorney

25932484
Document Number

UNOFFICIAL COPY

ALSO, Lot 3 and that part of Lot 2 in Subdivision (by Chicago Hydraulic Company) of Lots 1 and 2 in Block 118 in School Section Addition to Chicago, Cook County, Illinois, in Section 16, Township 39 North, Range 14 East of the 3rd Principal Meridian, which lies west of a line extending south from a point on the North line of said Lot 2 which is 15.24 Feet west from the Northeast corner thereof to a point on the South line of said Lot 2 which is 14.90 Feet west from the Southeast corner thereof, excepting from the aforementioned part of Lot 2 that portion of said part lying south of the North 90 Feet of Lot 2 and falling within the East 15 feet of Lot 2.

Together with Lot 1 (except the South 2 Feet thereof) in Major's Subdivision of Sub-Lots 4, 5, 6 and 8, and the West 15 Feet of Lot 9 (excepting therefrom that part of said Lots 6 and 8 taken for La Salle Street) in the Subdivision of Lots 1 and 2 in Block 118 in School Section Addition to Chicago, Cook County, Illinois, in Section 16, Township 39 North, Range 14 East of the 3rd Principal Meridian;

together with the tenements and appurtenances thereunto belonging hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

25932484

END OF RECORDED DOCUMENT